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AGREEMENT BETWEEN
WOODBIDGE TOWNSHIP BOARD OF EDUCATION
AND
LOCAL #144 - PAINTER EMPLOYEES
LOCAL #65 - CARPENTER EMPLOYEES
LOCAL #9 - PLUMBER EMPLOYEES
LOCAL #1159 - ELECTRICAL EMPLOYEES

FOR A PERIOD OF THREE YEARS FROM
JULY 1, 1990
To
JUNE 30, 1993

RECEIVED

MAR 14 1991

PERSONNEL

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**AGREEMENT BETWEEN
WOODBRIIDGE TOWNSHIP BOARD OF EDUCATION**

and

LOCAL #144	-	PAINTER EMPLOYEES
LOCAL #65	-	CARPENTER EMPLOYEES
LOCAL #9	-	PLUMBER EMPLOYEES
LOCAL #1159	-	ELECTRICAL EMPLOYEES

**ARTICLE I
SALARIES**

A. Pay Rate - Hourly

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Painters	21.37	22.44	23.56
Foreman	22.88	24.02	25.22
Carpenters	22.17	23.28	24.44
Foreman	23.70	24.89	26.13
Plumbers	23.88	25.07	26.32
Foreman	25.39	26.66	27.99
Electricians	26.05	27.35	28.72

- (1) Hourly rates of pay for painters shall prevail for all types of painting work including, but not limited to, scaffolding work and steeplejack work.

B. Overtime

- (1) An overtime rate of double time shall be paid for overtime work required before and/or after regular shifts and on Saturdays, Sundays or holidays in accordance with Article V, (holidays).
- (2) To the extent practical, and without prejudice to the Board's right to assign and deploy personnel, overtime work shall be equally divided.
- (3) There shall be a monthly overtime list for each Trade posted by the foreman for each Trade.

C. Call-in Time

When an employee is called to work at a time other than his/her regular shift, s/he shall be guaranteed a minimum of two hours' pay, even if such time-work requirement is of a lesser duration.

D. Substitute Foreman

Any employee of the bargaining unit fulfilling the responsibilities of a foreman whenever the regular foreman is away from his/her duties shall receive the foreman's rate of pay effective the first day of such assignment.

E. Transportation

- (1) When Board-supplied transportation is not available and where no other provisions for payment are stipulated, all personnel covered by this contract who are required to use their own vehicles for school business and have received prior approval for such use shall be compensated at the rate of twenty (20) cents per mile.
- (2) Employee vehicles are not to be used for transporting materials for use on the job.

**ARTICLE II
WORK CLOTHES**

- A. Upon initial employment, and each year thereafter, the employee shall receive two sets of work clothes appropriate to his/her trade.
- B. In addition to work clothes, each year Tradesmen shall be provided with a rain jacket, rain pants and rain boots which shall be defined as "foul-weather gear".
- C. The Board shall also make available "hazardous duty gear and equipment" which shall consist of protective gloves, goggles and ventilation fans.

**ARTICLE III
TOOLS**

- A. The attached list of tools known as Exhibit A. are all tools which Tradesmen are required to supply in accordance with their obligation to their respective Local Unions. All hand and power tools not set forth in Exhibit A. shall be provided by the Board.

- B. The Board shall furnish a Gang Box or other secured facility for the overnight storage of all tools. Provided the employee stores tools in the Gang Box or other secured facility, the Board shall be responsible for the replacement of any tools lost as a result of theft, vandalism or other causes beyond the control of the employee. The Board, however, shall not be responsible for tools required to be maintained by the individual employee where the loss of or damage to those tools occurs as a result of ordinary wear and tear or negligence on the part of the employee. The Board shall have the right to instruct the employee on proper techniques for safeguarding tools. Among the instructions, the Board shall have the right to notify the employee of the following:

- (1) Keep all Board-secured facilities locked at all times.
- (2) Place all hand and power tools in Gang Box and keep it locked.

The above are by way of example and not by way of limitation of the safeguarding directions which the Board may give to the employee.

ARTICLE IV UNION PENSION, HEALTH FUND AND APPRENTICE TRAINING

A. Pension

The Board shall pay the following contributions to the respective trade pension funds:

1990-93

Painters	\$.80/hr.
Plumbers	\$.80/hr.
Carpenters	\$.80/hr.
Electricians	The Board shall contribute \$.80/hr. to a Board-approved variable annuity selected by the Electricians.

B. Health Fund

The Board shall continue to pay the Carpenters' contribution to their Health Fund, providing such contribution does not exceed the cost per hour for those employees who choose to be covered by the Board-provided health benefits coverage. Should the Carpenters be successful in their effort to sever affiliation with their outside local's

Health Fund plan, the hourly contribution for the Health Fund made for them shall cease, and they shall be covered by the Board-paid health benefits plan provided to the Painters, Plumbers and Electricians.

C. Apprentice Training

The Board shall contribute \$.01 per hour for apprentice training. Additional amounts shall be excluded from the base pay rate.

**ARTICLE V
HOLIDAYS**

A. The following shall be paid holidays:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

B. If holidays, as specified above, fall on a Saturday or Sunday, they will be granted on a Friday or Monday or when scheduled by the Administration.

**ARTICLE VI
VACATIONS**

A. Vacation entitlement shall be determined by a common anniversary date of July 1.

B. Employees' entitlement for their first year of employment shall be a pro-ration based on the number of full months worked prior to the first July 1st. New employees shall accrue one day's vacation for each full month worked prior to July 1st, not to exceed ten (10) days by the first July 1st anniversary date.

C. Employees reaching their fifth (5th) anniversary date (July 1) shall be eligible for three weeks' vacation.

D. Employees reaching their 11th anniversary date (July 1) shall be eligible for three weeks plus one day's vacation. For each successive anniversary date from the 11th to the 15th, the employee shall be entitled to one additional day's vacation for each year worked, so that on the 15th

anniversary date of July 1, the employee shall be entitled to a maximum vacation of four (4) weeks.

- E. Vacation entitlement for each employee shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1977.

<u>Date of Entitlement</u>	<u>No. of Vacation Days</u>
7/1/78	8 prorated days
7/1/79	2 weeks
7/1/80	2 weeks
7/1/81	2 weeks
7/1/82	3 weeks
7/1/83	3 weeks
7/1/84	3 weeks
7/1/85	3 weeks
7/1/86	3 weeks
7/1/87	3 weeks
7/1/88	3 weeks + one day
7/1/89	3 weeks + two days
7/1/90	3 weeks + three days
7/1/91	3 weeks + four days
7/1/92	4 weeks.

- F. Under normal circumstances, all vacations shall be taken during the months of July and August. However, employees and their administrative supervisors may, by mutual agreement between them, arrange for vacations at times other than July and August. Final approval for such an arrangement must come from the Personnel Office.
- G. If, due to extraordinary circumstances, some portion of an employee's vacation entitlement is not taken within the calendar year, the employee may request, in writing, permission from the Director of Personnel Services to take the unused vacation entitlement by January 1 of the next school year. If such circumstances prevail that the employee is unable to take those unused days or portion thereof by January 1 of the next school year, the employee may request payment for the unused vacation days at his/her regular rate of pay. Such payment should be made as promptly after the request as possible, but no later than six weeks.

**ARTICLE VII
LEAVES OF ABSENCE**

A. Sick Leave

Tradesmen shall be entitled to paid sick leave as uniformly applies to all other full-time district employees as spelled out in the District Sick Leave Policy.

B. Rate of Supplemental Compensation

Tradesmen who retire under a state administered retirement system with at least ten (10) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employee as of the last day of employment. Supplemental compensation shall be payable to eligible employees in a lump sum as follows:

- (1) A retiring employee with up to ninety-nine days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to fifteen (15) percent of his/her daily salary rate for each day of accumulated sick leave.
- (2) A retiring employee with at least one hundred (100) but not more than one hundred forty-nine (149) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to thirty (30) percent of his/her daily salary rate for each day of accumulated sick leave.
- (3) A retiring employee with at least one hundred fifty (150) but not more than one hundred ninety-nine (199) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to forty-five (45) percent of his/her daily salary rate for each day of accumulated sick leave.
- (4) A retiring employee with two hundred (200) but not more than two hundred forty-nine (249) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to sixty (60) percent of his/her daily salary rate for each day of accumulated sick leave.
- (5) A retiring employee with at least two hundred fifty (250) but not more than two hundred ninety-nine days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to seventy-five (75) percent of his/her daily salary rate for each day of accumulated sick leave.

- (6) A retiring employee with three hundred (300) or more days of accumulated sick leave at the time of retirement shall be entitled to one hundred (100) percent of his/her daily salary rate for each day of accumulated sick leave.

For example: Twelve month employees shall have their daily rate computed by multiplying their final year's salary by 1/240th. Therefore, if a 12-month employee, upon retirement, earned \$37,000 in the last year of employment and had accumulated 100 sick leave days, he/she would be entitled to supplemental compensation of \$4,625 computed in the following manner:

- (a) $\$37,000 \times 1/240\text{th} = \154.17 daily rate.
- (b) $30\% \text{ of } \$154.17 = \46.25
- (c) $\$46.25 \times 100 \text{ days} = \$4,625$ supplemental compensation benefits.

C. Payment of Supplemental Compensation

- (1) The lump sum supplemental compensation payment will be made by the Board no later than August 1 of the school year subsequent to the school year in which the last day of employment was rendered, provided that notification of retirement is given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. In the event that timely notice is not given, the lump sum supplemental compensation payment shall still be due and owing. If, however, payment of same presents a fiscal difficulty to the Board, then the Board may delay payment of the supplemental compensation, but in no event may payment be delayed later than August 1 of the year following the August 1 it would have been paid if timely notice had been given.
- (2) In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.
- (3) Any employee who is eligible for a disability retirement from the Public Employees Retirement System and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at the applicable rate in accordance with Section B. for all accumulated sick leave based on his/her salary at the time of retirement in a lump sum immediately upon retirement.

D. Physician's Certificate

In accordance with N.J.S.A. 18A:30-4, in cases of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board. If such certification is required, the employee shall be notified.

E. Death in Family

- (1) Up to five (5) days paid absence for death in the immediate family, consisting of husband, wife, children, father, mother, sister, brother and any other member of the same household.
- (2) Up to three (3) days paid absence for death of a near relative.

F. Personal Days

Employees shall be allowed up to a maximum of three (3) non-accumulative personal days with pay each year between July 1 and the following June 30 under the following conditions:

- (1) Personal days shall only be used for such personal business which can only be conducted during the normal business day.
- (2) Employees requesting personal days shall do so on the form designated for this purpose (shown as Exhibit B) and submit it to the administrator to whom they are assigned at least two school days (except in cases of emergency) in advance of the time they seek to be absent for personal reasons. Copies of the completed form requesting personal days shall be forwarded to the Director of Personnel Services and records of such requests shall be kept in each employee's central personnel file.
- (3) Approval by the administration, if granted, shall also be in writing.
- (4) No personal days absence with pay shall be allowed, unless for religious holidays, when such days are taken during the first or last five (5) days of the school year or the last work day before or the first work day after a holiday, recess or vacation.

**ARTICLE VIII
INSURANCE PROTECTION**

A. Basic Total Health Insurance and HMO Option

- (1) Fully paid health benefits, including Hospitalization, Medical/Surgical and Major Medical continue to apply to Plumbers, Painters and Electricians.
- (2) Specific details, limits of liability and coverages are set forth in detail in the printed pamphlets made available to employees by the insurance carrier through the Board Secretary's office.
- (3) The Board will pay the full cost of Hospitalization, Medical/Surgical and Major Medical Insurance or HMO Option for any Tradesman who retires at age 55 years or over under a state administered retirement system after twenty (20) years of continuous service in the Woodbridge Township School District until the sixty-fifth birthday of the employee, at which time s/he will have the right to maintain the same insurance coverage at her/his expense.
- (4) In the case of the Carpenters who do not participate in the Board health benefits plan but who, instead, participate in the Carpenters' Local Health Fund, this clause shall be interpreted to mean that when a carpenter retires and in all other respects complies with the requirements of Section A.3 above, the Board shall provide for the full cost of insurance benefits under the Board's own health benefits plan. This is necessary because, upon retirement from the school district, a carpenter will not have sufficient hours of employment during any calendar year to qualify for participation in the Carpenters' Local Health Fund.

B. Prescription Plan

The Board will provide a prescription plan for Plumbers, Painters and Electricians and their dependents. Effective January 1, 1991, the co-payment for generic prescription drugs shall be one dollar (\$1.00) and the co-payment for brand name prescription drugs shall be three dollars (\$3.00)

C. Optical Plan

The Board will provide Plumbers, Painters and Electricians with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available

at the option of the employee with the Board paying 75% of the cost of the premium.

D. Dental Plan

The Board will provide usual, customary and reasonable dental fees as per classification with no deductible for individual Plumbers, Painters and Electricians and their dependents.

E. Insurance Waiver Option

Plumbers, Painters and Electricians shall be offered the option of waiving all health insurance benefits. Although Carpenters are specifically excluded from health benefits coverages because of their continued affiliation with their outside local health fund, they shall also be offered this option should they elect to be covered by the Board's health benefits plan. Any of the aforementioned employees who execute an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following conclusion of that school year in the amount of two thousand dollars (\$2,000) for the family plan or twelve hundred dollars (\$1,200) for the single plan. Once an employee makes an election to waive insurance coverage, s/he may not return at any time during that year. Employees hired during the year who elect not to take coverage shall have the above payments prorated.

F. Employee Assistance Plan

Effective January 1, 1991, an Employee Assistance Plan shall be established.

**ARTICLE IX
GRIEVANCE PROCEDURE**

The parties hereby agree that there shall be no lockout on the part of the employer and there shall be no strikes, work stoppages, picketing or slow-downs of any kind, including any threats thereof, engaged in by the Tradesmen. All questions or grievances involving the interpretation and application of this Agreement shall be handled under the following procedures:

- Step I: At a meeting between the Supervisor of Buildings and Grounds and the Shop Steward as soon as practical, but in no event later than three (3) working days after the occurrence of the facts constituting the basis of the grievance. Failure to raise any grievance within the foregoing time limit shall conclusively resolve the grievance in favor of the Board.
- Step II: If not resolved pursuant to Step I, then at a meeting between a representative of the Tradesmen and the Superintendent of Schools or his/her designee. This meeting should be arranged as soon as practical, but in no event later than five (5) working days after the conclusion of Step I.
- Step III: If the Tradesman submitting the grievance is not satisfied with the disposition of his/her grievance after having discussed it with the Superintendent of Schools, or if no decision has been rendered by the Superintendent within ten school days after the Superintendent heard the Grievance, the Tradesman may request that the Union submit the grievance to the Board of Education within five (5) working days of such date that the Superintendent's decision was due. The Board or a committee thereof shall review the grievance and hold a hearing with the employee as expeditiously as possible and render a decision in writing within fifteen (15) calendar days of the date of the hearing. If no written decision is rendered within fifteen (15) calendar days, the grievance shall be deemed to have been denied by the Board of Education.
- Step IV: If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted to binding arbitration under the rules of the American Arbitration Association at the request of either party, provided notice in writing of the intent to do so is given to the other party and to the American Arbitration Association within thirty (30) days after Step III has been completed. An arbitrator selected pursuant to the rules of the American

Arbitration Association shall hear the matter and his/her decision will be final and binding.

The arbitrator shall render his/her decision in writing based solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

The arbitrator shall have no power to add to, subtract from or modify this Agreement.

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

Except as stated herein or as otherwise agreed, failure by any party to comply with the above-stated time requirements for grievance processing shall result in default by that party of its position with respect to the grievance.

The arbitrator shall render a decision in writing within thirty (30) days after the close of an arbitration proceeding.

No employee, except to the extent that the law permits, shall be permitted to compel the Tradesmen to proceed to arbitration in any matter which the Tradesmen do not consider justified. Each party shall share equally the expenses of the arbitrator.

ARTICLE X TENURE

- A. Tenure shall be given according to law to those employees entitled to it statutorily after three years of continuous employment.
- B. Tenure, as defined by the Public Employment Relations Commission, shall be given to all other employees in this unit after three years of continuous satisfactory employment.
 - (1) PERC uses the term "tenure" as a synonym for job security. (PERC No. 77-51, f.2, p.2)
 - (2) Such use of the word "tenure" by PERC is not meant to imply that this tenure is identical to "tenure" as set forth in the educational laws. (PERC 77-51, f.2, p.2 or other applicable statutes.)

**ARTICLE XI
MISCELLANEOUS**

A. Welding

In keeping with past practice, any trade-related welding shall be performed by district Tradesmen. In the event that no district Tradesman is available and/or qualified to perform such welding tasks, the Board retains the right to assign other district employees to perform said welding.

B. P.E.R.S.

The Board will pay the employer's share of Public Employees Retirement System payments as required by Title 18A.

C. Law Savings Clause

- (1) If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- (2) In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect to the extent of the law.

D. Duration

This Agreement shall be effective from July 1, 1990 to June 30, 1993.

E. Embodiment

This Agreement is in accordance with the provisions of Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, State of New Jersey and constitutes the total understanding of both parties to this Agreement concerning terms and conditions of employment.

FOR THE TRADESMEN

Al Totka Business Agent
Local #144, Painter Employees

Lawrence Purcher Business Agent
Local #65, Carpenter Employees

Jim Keating
Local #9, Plumber Employees

John Lisola
Local #1159, Electrical Employees

**BOARD OF EDUCATION
TOWNSHIP OF WOODBRIDGE, NEW JERSEY**

By *James P. Russo* (President)
James P. Russo

By *Charles S. Famula* (Secretary)
Charles S. Famula

Date: 2/27/81

EXHIBIT A.

CARPENTERS Local #65	PAINTERS Local #144	PLUMBERS Local #9	ELECTRICIANS Local #1159
1 Saw 8 Point	1-3" Scraper	1-6' Rule	1 Belt & Pouch
1 Saw 11 Point	1-4" Dust Brush		1 Flashlight
1 Saw Compass			1-8" Adj.Wrench
1 Hammer 16 oz.			1-6" Rule
1 Hatchet			1 Needle Nose
1 Steel Square (2"x16"x24")			Pliers
1 Sliding T Bevel (8")			1 Chisel Lock
1 Folding Rule (6')			1 Slot Screw
1 Tape Steel (50')			Driver
1 Chisel Set (1/4, (1/2, 3/4, 1, 1-1/4)			1 Pair Snips
1 Expansion Bit (1" to 3")			1 Crimping Tool
1 Ball Bearing Brace (10")			1 Lineman's
1 Level (24")			Pliers
1 Block Plane			
1 Scrub Plane			
1 Oil Stone			
1 Divider (8")			
2 Nail Sets			
1 Pinch Bar (24")			
1 Plumb Bob (8 oz.)			
1 Screw Driver (6")			
1 Screw Driver (8")			
1 10" Adjustable Wrench			
1 Pliers 8"			
1 Tool Box 7" x 10" x 32"			

EXHIBIT B.

WOODBRIIDGE TOWNSHIP SCHOOL DISTRICT

WOODBRIIDGE, NEW JERSEY

THE TRADESMEN

Date _____

Dear Administrator:

This letter is to request one day personal leave on

_____. My reason for requesting
personal leave is:

_____ Personal

_____ Religious

_____ Legal (except court
summons)

Employee

Personal Leave entitlement is based on Article VII.F, of the contract. Please keep in mind that personal leave is essentially for religious, legal or other grave reasons and may be used only in conformity with contract language.

Administrator